Appendix A

Scope of Services (Final)

SWC# 90806; Facility Maintenance Services

1. BACKGROUND

1.1. Overall Scope

Multiple State Government Agencies within the State of Georgia require the services of a qualified firm to provide preventive/scheduled and corrective/unscheduled maintenance services for multiple state-owned and operated facilities across the state. Specific maintenance services include: facility management; facility property; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural gas and LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler, and fire suppression; water towers; kitchen and laundry equipment; pest control; swimming pool; Fume Hoods and grounds/landscape. Initially, facility maintenance services are requested for select Agencies/facilities/locations throughout the state as identified in this scope of services and the associated eRFP solicitation only, however the state anticipates the need to/requires the flexibility to adjust the number of Agencies/facilities/locations associated with the scope of services over the life of the contract.

1.2. Overview of Supported Agencies

1.2.1. Department of Juvenile Justice (DJJ)

The mission of the Department of Juvenile Justice is*" to protect and serve the citizens of Georgia by holding youthful offenders accountable for their actions through the delivery of treatment services and sanctions in appropriate settings and by establishing youth in their communities as productive citizens."*

The specific facilities requiring maintenance and repair services are divided into Regional Youth Detention Centers (RYDC) and Youth Development Campuses (YDC). RYDC are secure short-term centers for youths awaiting trial in Juvenile or Superior Court, or placement elsewhere within the DJJ system. YDC are secure, long-term rehabilitation facilities for youths sentenced or committed to DJJ custody by Juvenile Courts.

Currently, facility maintenance for DJJ facilities/locations as outlined in the scope of services and associated documents is being performed by a combination "in-house" State employees and by contract with a private maintenance provider. These facilities encompass approximately 2,047,000 square feet and in FY 2008, DJJ expended approximately $3.5M in contract cost and approximately $1.6M for in-house cost (includes personnel, material, operating costs, etc) to perform facility maintenance at these facilities.

1.2.2. Department of Corrections (DOC)

The mission of the Georgia Department of Corrections "*to protect and serve the public as a professional organization by effectively managing offenders while helping to provide a safe and secure environment for the citizens of Georgia"*. The vision of the department is to continue to be the best corrections system in the nation at protecting citizens from convicted offenders and at providing effective opportunities for offenders to achieve positive change by (1) ensuring public safety, (2) operating safe and secure facilities, (3) providing effective community supervision of offenders, (4) creating opportunities for restoration to offenders, (5) ensuring the rights of victims, (6) partnering with public, private, and faith-based organizations, (7) sustaining core values of Loyalty, Duty, Respect, Selfless, (8) service, Honor, Integrity, and Personal Courage and (9) ensuring the well being of employees and their families.

Currently, facility maintenance for DOC facilities/locations as outlined in this scope of services and associated documents is being performed “in-house” by State employees. These facilities encompass nearly 912,000 square feet and in FY 2008, GDC expended approximately $1.67M in total cost (includes personnel, material, operating costs, etc) to perform facility maintenance at these facilities.

The specific facilities requiring maintenance and repair services consist of two (2) State Prisons (SP), which also serve as “host facilities” responsible for supervising maintenance repair operations for four (4) assigned “satellite facilities”. All host facilities are classified as SPs which are correctional institutions operated for the confinement of convicted felons. However, satellite facilities are separate, stand-alone facilities which may be classified as either;

(a) Transitional Centers (TC), low security halfway house residential facilities for inmates who are within a few months of parole or release.

(b) Probation Detention Centers (PDC), lower security correctional facilities for the confinement of probationers.

(c) Probation Office (PO)- office property where convicted felons sentenced to probation report to their probation officers on a regular basis for counseling and to pay fines and restitution.

The current inmate population by facility is as follows; GA Diagnostic & SP: 1833, Metro SP: 905, Helms TC: 100, Atlanta TC: 245, Metro TC: 244, Gateway: 0 (being converted into probation office).

The Facility Profile Matrix (Appendix B) identifies specific DOC facilities/locations that serve as host facilities and further distinguishes any satellite facilities assigned to them.

1.2.3 Georgia Bureau of Investigation

The Georgia Bureau of Investigation (GBI) is an independent, statewide agency that provides assistance to the state's criminal justice system in the areas of criminal investigations, forensic laboratory services and computerized criminal justice information. The mission of the Georgia Bureau of Investigation is to provide the highest quality investigative, scientific, and information services and resources to the criminal justice community and others as authorized by law, for the purpose of maintaining law and order and protecting life and property. The mission will be achieved by a team of skilled and dedicated employees, utilizing innovative programs and state of the art technology.

Currently, facility maintenance for GBI Crime Lab facilities/locations as outlined in the scope of services and associated documents is being performed by contract with a private maintenance provider. These facilities encompass 116,350 square feet and in FY 2008, GBI expended approximately $172K in total maintenance cost (includes capital outlays of approximately $22K for equipment items with a minimum useful life expectancy of 5 years).

The Bureau consists of four divisions; Investigative Division, Division of Forensic Sciences, the Georgia Crime Information Center and the Medical Examiners Office. In addition to GBI’s Headquarters Campus, regional labs are strategically located throughout the state to provide forensic services to local criminal justice agencies.

The specific facilities requiring maintenance include GBI’s seven (7) Regional Crime Labs.

2. GENERAL REQUIREMENTS

2.1. The following items are required of and apply to all facilities listed in eRFP.

2.1.1. The Contractor will be responsible for providing all preventive/scheduled and corrective/unscheduled (including pre-existing conditions) maintenance and repair services.

2.1.2. The Contractor will be responsible for all costs (management, labor, materials, travel…etc) associated with preventive/scheduled maintenance (to include; facility management, maintenance certifications, inspections, and tests) at the fixed monthly cost provided in their proposal.

2.1.3. The Contractor will be responsible for all labor and labor related cost associated with the total proposed resident staff, which includes Agency required minimum staff, additional permanently assigned staff and shared staff (hereinafter referred to as the "Contractor's resident staff"), at the yearly cost provided in their proposal. The contractor will be required to provide personnel that meet or exceed the job specification requirements for a General Trades Craftsman (as defined in Paragraph 26.6 herein) to fill the minimum resident staffing requirements relative to specific facilities (Appendix B) as shown herein. It is the intent of this contract that the Contractor's resident staff will be the primary contractor resource to perform preventive maintenance duties at the designated facilities. Additionally, on an as needed basis, at the sole discretion and direction of the State/Agency, the Contractor's resident staff will be required to perform corrective maintenance, facility projects and other repairs at no additional labor cost to the State/Agency. Specifically, with exception of the execution of the primary duties of preventive maintenance – the Contractor's resident staff will perform corrective/unscheduled maintenance and project work, within their skill set, based on priorities established by the State/Agency within normal business hours. The State/Agency official responsible for establishing corrective/unscheduled maintenance priorities/task to be performed by Contractor's resident staff is the Agency Contract Manager (may also be referred to as the Facility Contract Manager, On-Site Lab Manager, Director of Maintenance or Agency Contract Monitor) unless further delegated. Materials required in the performance of these tasks will be reimbursed based on the actual cost plus the material mark-up percentage provided in the proposal.

2.1.4 The Contractor will be compensated/reimbursed for corrective/unscheduled maintenance (with the exception of maintenance performed by contractor's resident staff as outlined in Paragraph 2.1.3 above) in accordance with the fully burdened labor rates and material markup percentage provided in their proposal. The Contractor shall notify the State/Agency, in advance, of the need and cost (broken out by line item number, labor category, number of hours per labor category and material/equipment cost) for each corrective/unscheduled maintenance repair and proceed with repair only after receiving written approval from the State/Agency, exceptions to this requirement may be considered in emergency situations and other special circumstances as deemed appropriate by the State/Agency. The cost of any corrective maintenance repair performed without written approval from the State/Agency(unless such approval is waived by the State/Agency) will be the sole responsibility of the Contractor. Written approval may consist of CMMS entry, E-Mail or other written media. The State and/or Contractor may use the latest edition of the RS Means Facility Maintenance and Repair Cost Data manual as the basis for estimating direct labor hours and materials for unscheduled maintenance activity to verify that proposed resources (labor hours and materials) are fair and reasonable. Contractor personnel assigned to perform corrective/unscheduled maintenance and repair must possess a skill level appropriate for the work being performed, however reimbursement for corrective/unscheduled maintenance and repair will be made according to the trade/skill level required to perform the task, independent of the trade/skill level of the personnel actually performing the task/s.

2.1.5 The Contractor shall operate, maintain, repair, monitor, and adjust the day-to-day operations of all Mechanical, Electrical, Building Systems, Buildings, Grounds, and Property. The Contractor shall develop and implement an effective, consistent, and documented Preventive/Scheduled Maintenance (PM) program that targets system performance, life-cycle sustainability, efficient cost management, energy consumption, and safety. This PM program will be constructed and shared with the agencies so that the agencies have the ability to audit the performance of the Contractor's PM program. Required maintenance services for facilities specified in Section 1 include the following functions and major equipment items which are only illustrative in nature, and shall also

include all ancillary devices and systems that are a part of the Mechanical, Electrical, and Building Systems, unless specifically excluded herein:

2.1.5.1. Required Maintenance Services for All Facilities

Facility Management
Facility Property
Site Utilities and Distribution Systems
Building Envelope and Structure
Central Utility Plant and Hot and Chilled Water Systems
Natural Gas and LP Distribution and Combustion Systems
Plumbing and Sewer and Water Control Systems
Electrical Systems and Lighting
Heating Ventilation and Air Conditioning (HVAC)
Uninterruptible Power Supply (UPS) and Emergency Generator
Security and Alarm Systems (including specialty detention controls and monitoring systems)
Fire Alarm, Fire Sprinkler, and Fire Suppression

2.1.5.2. Additional Required Maintenance Services for Select Facilities

Water Towers
Kitchen Equipment
Laundry Equipment
Grounds/Landscape
Pest Control
Swimming Pools
Secure Detention Facility Cell Inspection
Fume Hoods

2.1.5.3. Work to be Performed by Contractor

All preventive/scheduled maintenance and corrective/unscheduled maintenance work is the responsibility of the Contractor to be performed as it sees fit, including by the use of subcontractors. However, the labor cost estimate and payment for any corrective/unscheduled maintenance (with the exception of maintenance performed by contractor minimum resident staff as outlined in Paragraph 2.1.3 above) authorized to be performed by the Contractor during or after normal business hours, shall be calculated using the appropriate fully burdened hourly labor rates and material mark-up percentages provided by the Contractor in their proposal. The Contractor is free to use subcontractor(s) for this work, but, if reimbursement is applicable, such reimbursement will be made based upon the Contractor's calculation utilizing the appropriate labor rates provided by the Contractor, along with parts and materials with the contractor's proposed mark-up percentage.

2.1.5.4. Work to be Performed by Subcontractor

For any corrective/unscheduled maintenance repair work performed by a subcontractor for which a compensation/reimbursement is due to the Contractor, the Contractor will ONLY be reimbursed based on the appropriate labor rates and material mark-up percentages established by the Contractor as part of their Cost Proposal. No other costs of the Contractor or subcontractor will be reimbursed by the Agency.

2.1.6. Contractor will be responsible for providing all equipment, materials, tools, supplies, consumables, and labor required to perform and meet this scope of services. The State/Agency has limited equipment at various locations that will be made available to the Contractor, which should be identified during site visits. Contractor will develop Preventive Maintenance schedules for all

equipment and systems as required by equipment manufacturer(s) considering equipment condition, operating history, operational performance, and expected remaining useful life.

3. Facility Management

3.1 Contractor will be required to serve in the role of system-wide facility management leader for all state facilities included herein to ensure the integrity of each facility's buildings and systems.

3.2 Contractor will be required to provide engineering management and technical expertise to protect State/Agency capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to: participate in strategic planning and budgeting sessions; evaluate infrastructure needs; energy management; provide an inventory of all plant equipment and systems; develop maintenance operations manuals and procedures; develop a quality control program; work with, escort, and assist State/Agency staff and outside contractors and consultants hired by the State/Agency for facility improvements, additions, upgrades, building retrofits and studies; evaluate and monitor roof integrity and water proofing; monitor regulatory compliance; monitor underground storage tanks; monitor lightning protection needs and effectiveness; monitor insulation needs and effectiveness.

4. Facility Property

4.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs to facility property including, but not limited to; parking lots, security fencing, sidewalks, walkways, roads, paths, patios, decks, stairs, stair railings, and storm drains.

4.2 Contractor is required to remove trees that are dead and cause a safety or security concern at all facilities/locations.

4.3 Contractor is required to correct erosion problems or provide earthwork repairs when there is a safety or security concern at all facilities/locations.

4.4 Contractor is required to respond to facility property related emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

5. Site Utilities and Distribution Systems

Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs to site utilities and distribution systems, underground and overhead, including, but not limited to electrical, water, sewer, natural gas, propane, voice/data and fiber optics.

6. Building Envelope and Structure

6.1. Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs to building structures including, but not limited to, doors, windows, walls, wall coverings, paint (spot/patch), floors, floor coverings, ceilings, ceiling tiles, roofs, roof gutters, elevators, lifts, and any built-in building structure. Built-in building structures are defined as permanent parts of a larger structure such as; a built-in piece of furniture, bookcase, counter, countertop, cabinet, appliance, etc.

6.2. Contractor is required to provide clean-up services for utility back-ups, overflows, water line leaks, and sprinkler discharges.

6.3. Contractor is required to respond to building envelope and structure related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix

7. Central Utility Plant and Hot and Chilled Water Systems

7.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all central utility plant and hot and chilled water systems including, but not limited to: packaged boilers and associated controls; centrifugal chillers, cooling towers, and associated controls; associated chilled water, condenser water, hot water, steam, and condensate piping systems; associated supply, return, and condensate pumps and controls; domestic hot water heat exchangers, chemical water treatment equipment; electrical, electronic, and pneumatic control systems; compressed air systems.

7.2 Contractor is required to respond to central utility plant and hot and chilled water systems emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

8. Natural Gas and LP Distribution and Combustion Systems

8.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all natural gas and LP gas distribution and combustion systems equipment including, but not limited to, pipes, valves, controls, pressure testing, and gas leak detection.

8.2 Contractor is required to respond to natural gas and LP gas distribution and combustion systems equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

9. Plumbing and Sewer and Water Control Systems

9.1. Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all plumbing equipment including, but not limited to, pipes, service pipes, drains, valves, fittings, gauges, sumps, sewer lines, wastewater treatment systems (including chemicals), backflow prevention devices, grease traps, muffin monsters, septic tanks, storage tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, water softeners, chemical treatment, garbage disposals, washer lines, floor drains, leak detection and electronic and pneumatic controls.

9.2. Contractor is required to respond to plumbing related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

10. Electrical Systems & Lighting

10.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all electrical systems equipment and lighting including, but not limited to: 12 kV high voltage distribution systems inclusive of transformers, switchgear, cables, and secondary conductors; all switchgear, main panel boards, sub-panels, disconnects, motor starters, uninterrupted power supply, feeders, and wiring; receptacles and switches; conduit; wire breakers; interior and exterior lighting; security lighting; ballast; lighting control systems; exterior pole mounted lights; high mast lighting; lightening protection; transient voltage suppressor (TVSS) systems; lamp replacement.

10.2 The following facilities have internal high voltage distribution systems- Phillips SP, Augusta YDC, Bill Ireland YDC, Muscogee YDC, Aaron Cohn RYDC, Eastman YDC, Macon YDC, McIntosh YDC and Metro RYDC.

10.3 Contractor is required to respond to electrical systems emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

11. Heating Ventilation and Air Conditioning (HVAC)

11.1. Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all HVAC equipment including, but not limited to, direct exchange cooling units, heat pumps, air handling units, roof top units, exhaust fans, related distribution piping, pumps, valves, controls, thermostats, coils, refrigerant piping, compressed air systems, ductwork, grills, insulation, chemical treatment, power conditioning, DDC controls (including setting points and controls), pneumatic, electronic controls, and automatic programmable control systems.

11.2. The Contractor is responsible for keeping vents, returns, and ventilation systems clean and free of debris as part of preventive maintenance activity. The Contractor will be required to create a maintenance schedule for inspection of ducts in accordance with industry standards. Ducts should be cleaned on an as-needed basis as dictated by regular inspection, however comprehensive system-wide cleaning of ducts shall be performed when necessary and will be considered a corrective/unscheduled maintenance task.

11.3. Contractor will change all filters as recommended by the manufacturer, dictated by condition of the equipment or more frequent if needed.

11.4. Contractor will be responsible for keeping vents, returns, and ventilation systems clean and free of debris.

11.5. Contractor is required to respond to HVAC equipment failures according to the response times listed in Paragraph 25.6 of this Appendix.

12. Uninterruptible Power Supply (UPS) Systems and Emergency Generator

12.1. Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all UPS systems and Generator equipment including, but not limited to, static and rotary power supply systems, batteries, generator sets, engines, transfer switches, switch gear, alternators, mufflers, exhaust systems, enclosures, controls, fuel tanks, filters, starters, fuel lines, and fans.

12.2. Contractor will perform a weekly full-load test operation of all emergency generator equipment that will include, but not be limited to, running each emergency generator for the manufacturer recommended amount of time, inspecting emergency generator sets, controls, batteries, charging systems, fuel storage systems, fuel levels, and pumping systems.

12.3. Contractor is required to perform an annual Load Bank Test of all generators and provide results of tests to the designated State/Agency Program Manager/s.

12.4. Contractor is required to respond to emergency generator failures according to the response times listed in Paragraph 25.6 of this Appendix.

13. Security and Alarm Systems

13.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all security systems equipment including, but not limited to, interior and exterior locking control systems (both analog and digital), security fencing, gate operators, gate locks, CCTV equipment, CCTV head-end equipment, low-voltage cabling, cameras, monitors, control panels, intercom systems, locks, locking control systems, fire alarm system, intercom system, paging system, access control system, hard-wired and PLC-based locking controls, PLC or Lokworks-based data distribution and intrusion detection systems and transient voltage suppressor (TVSS) systems.

13.2 Contractor's technicians must possess certifications as required in section 38 of this Appendix.

13.3 Contractor is required to respond to security systems emergencies according to the response times listed in Paragraph 25.6 of this Appendix A.

14. Fire Alarm, Fire Sprinkler, and Fire Suppression

14.1. Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance, certifications, and repairs on all fire alarm, fire sprinkler, and fire suppression equipment including, but not limited to, fire alarm panels, exit signs, fire suppression systems, fire extinguishers, smoke detectors, heat detectors, duct detectors, sprinkler heads, standpipes and hoses, fire pumps, chemical systems, post-indicator valves, kitchen hood suppression systems, and fire department connections. This will also include all technologies, including beam, air aspiration and spot detection and the ability to interface with other technologies. Fire alarm, fire safety and fire suppression systems and equipment inspections/certifications will be performed in accordance with frequencies established by he State Fire Marshal and in accordance with established federal, state and local laws and regulations.

14.2. Contractor will be responsible for keeping smoke detectors clean, and free of debris.

14.3. Contractor is required to respond to fire alarm emergencies including, but not limited to, fire alarm system failures, fire alarm system hard alarms, fire alarm system com fails, fire sprinkler system failures, and damaged sprinkler heads according to the response times listed in Paragraph 25.6 of this Appendix.

15. Water Towers (Selected Facilities Only)

15.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on water towers. Preventive/Scheduled maintenance activities are limited to maintenance tasks associated with the day to day maintenance/operation of water towers to include; valves, piping and water level monitoring systems. Periodic cleaning, inspections, certification and repairs of water towers will not be classified as preventative/scheduled maintenance and will be considered a corrective/unscheduled maintenance task.

15.2 Contractor is required to respond to water tower equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

16. Kitchen Equipment (Selected Facilities Only)

16.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all kitchen equipment including, but not limited to, ranges, ovens, convection ovens, microwave ovens, fryers, stoves, griddles, char broilers, grills, steamers, toasters, blenders, mixers, grinders, ventilation systems, vent hoods, refrigerators, freezers, coolers, ice machines, steam tables, coffee brewers, and dish washers.

16.2 Contractor is required to respond to kitchen equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

17. Laundry Equipment (Selected Facilities Only)

17.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on all laundry equipment including, but not limited to, washers, dryers, washer-extractors, tumblers, presses, ironers, and finishers.

17.2 Contractor is required to respond to laundry equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

18. Grounds/Landscape (Select Facilities only)

18.1 Grounds maintenance and landscaping tasks will be accomplished on a corrective/unscheduled maintenance basis ONLY based on an annual facility grounds maintenance budget to be determined by the State/Agency at the time of award and annually thereafter. Any costs associated with grounds maintenance/landscaping should not be included in the cost to perform any preventive/scheduled maintenance activity.

18.2 The Contractor will develop a landscape maintenance schedule for each facility based on the annual facility grounds maintenance budget provided, to be approved by the State/Agency. The amount of services provided for grounds and landscape each year shall not exceed the budget amount. The objective of landscape services is to maintain the aesthetic appeal of the grounds.

18.3 Contractor will ensure that each facility's property will be maintained to a neat and orderly appearance.

18.4 Contractor will ensure that grass is cut and walkways, curbs, and flowerbeds are edged on an as needed basis as determined by the State/Agency.

18.5 Contractor will remove all grass and weeds growing in cracks of sidewalks, curbs, and parking lots.

18.6 Contractor will ensure that all leaves, pine straw, and refuse will be collected and disposed of on an as needed basis as determined by the State/Agency. Contractor will remove trash and debris along all landscape areas, fence lines, sidewalks, curbs, and building and site perimeters.

18.7 Contractor will ensure that all storm drains, gutters, drainage ditches, gratings, roofs, roof gutters, and roof downspouts are kept clear and free of debris.

18.8 Contractor will ensure that all grass, flowers, trees, shrubs, and other plant life are appropriately pruned, watered, and maintained, and will apply grass seeds, insecticides, fertilizers, fungicides, post-emergents, pre-emergents, and other lawn and garden treatments/chemicals as the seasons dictate or on an as needed basis as determined by the State/Agency.

18.9 Contractor will ensure that all driveways, sidewalks, parking lots, and other paved areas will be cleared of grass clippings, leaves, and debris on an as needed basis as determined by the State/Agency.

18.10 Contractor will provide planting services for Department purchased plants, flowers, shrubs, and small trees.

18.11 Contractor will maintain irrigation systems (select locations) to ensure proper operation. Systems are expected to be free of leaks and all sprinkler heads will be inspected a minimum of twice per season to ensure proper coverage and operation. Time clocks and rain gauges will be checked and adjusted to maintain appropriate irrigation for the landscape variety and climatic conditions. Systems will be shut off and drained down as necessary during periods when freezing conditions are likely to occur.

19. Pest Control (Select Facilities only)

19.1 Contractor will develop, implement, and monitor a pest control plan for each facility inclusive of all pests and animals including wood destroying insects. Pest control plan should include thorough inspections of all buildings, effective treatments, monitoring, and preventive measures for positive long-term pest control results. The State/Agency does not require a Termite Bond.

19.2 Contractor will respond to user requests for additional pest control treatments outside the normal pest control schedule if insects and pests are discovered.

20. Swimming Pools (Select Facilities only)

20.1 Contractor will perform Preventive/Scheduled and Corrective/Unscheduled Maintenance and repairs on swimming pools including, but not limited to: inspecting coping, tile, pumps, motors, filters, pool surfaces, paint, underwater lights, piping, cracks, leaks, chemical feeders, automatic controllers; cleaning, sweeping, and vacuuming on an as needed basis; adding chlorine and acids to maintain pool water to safe and proper pH levels on an as needed basis; maintaining filters, pumps, pipes, and heaters.

20.2 Contractor is required to respond to swimming pool equipment related failures and emergencies according to the response times listed in Paragraph 25.6 of this Appendix.

21. Additional Contractor Requirements

21.1 Contractor will be required to be the Agency's agent in handling repairs of buildings and systems that are still under warranty.

21.2 Contractor will be required to participate in Agency facility inspections and audits, including, where applicable, using Agency's auditing tools.

21.3 Contractor will be required to provide patching and spot painting services for walls, ceilings, and floors. Patching and spot painting will be for, but is not limited to holes, deep scratches, and graffiti.

21.4 Contractor will be required to hang grievance boxes, pictures, and other wall items as the need arises.

21.5 Contractor shall maintain, at a minimum, a toll-free after-hours response telephone service to act as a contact for all after-hours and emergency work requests. The telephone service shall maintain an electronic and written log of all contacts, listing the date, time, name of person, facility, work requested, and date, time, and name of Contractor personnel contacted by the telephone service. Electronic and/or written copies of the contact log are to be made available to the Agency on a daily basis and/or as requested.

21.6 Contractor may be asked by the Agency to perform other essential facility functions, including, but not limited to: attending prebid, preconstruction, and other meetings; escorting staff, consultants, and contractors; reading utility meters; providing reports, photographs, and cost estimates; creating and maintaining facility emergency response plans; and other similar functions. No additional payments will be made to the Contractor for any labor hours for Contractor personnel for any functions performed during normal business hours.

21.7 Secure Detention Facilities

21.7.1 Contractor will be required to perform a formal inspection of all cells at DJJ Secure Detention Facilities (ONLY) a minimum of once per month including inspecting cell doors, locks, lights, plumbing, plumbing chases, sprinkler heads, sprinkler pipes, water closets, windows, beds, furniture, floors, walls, and ceilings. Contractor will document results of monthly cell inspection on the Housing Unit Inspection Form (attached) . The total number of cells to be inspected will be made available during facility/location site visits.

21.7.2. Use of Inmate Labor

At designated facilities as provided on the Facility Profile Matrix, inmate labor will be provided to the Contractor during normal business hours for use as helpers up to skilled craftsmen, according to the skill level of particular inmates. Due to the nature of the correctional setting, State/Agency does not guarantee the number or skill level of inmates to be provided to the Contractor. It remains the responsibility of the Contractor to perform the scope of work regardless of the number and skill of inmate labor. The anticipated number of available inmates is shown in the "Inmate Labor Pool" column of the Facility Profile Matrix (Appendix B).

21.8 Vandalism

The initial determination of whether a corrective/unscheduled maintenance repair is required as a result of vandalism as defined in the eRFP is the responsibility of the Contractor, however, the State/Agency reserves the right to make the final determination of whether the repair required is a result of an act of vandalism. This final determination is not subject to appeal. It should be noted that clearing of clogs to toilets are not to be considered vandalism under any circumstances. Corrective/Unscheduled maintenance repairs required as a result of vandalism must be separately identifiable and segregable from all other repair activity in CMMS and on invoice documents.

22. Materials, Spare Parts, Consumables

22.1 Contractor will be responsible for providing all materials, parts, supplies, tools, and consumables required to provide services as specified in this contract. Existing tools and equipment at included facilities will be available for the contractor's use for the performance of this contract. However existing tools and equipment and any replacements of such by the Contractor will remain the property of the Agency at the completion of this contract. The exact types and quantities of equipment that will be available for contractor use may be made available during facility/location site visits, however a comprehensive inventory of equipment/tools available for contractor use in not available prior to contract award.

22.2 Reimburseable Materials. The contractor is required to ensure that all reimburseable material cost are fair and reasonable. The contractor must maintain adequate support documentation that substantiates their determination that material costs for which reimbursement is requested/invoiced are fair and reasonable and such documentation must be made available to the State/Agency upon request. Documentation must be maintained for a period of 24 months from the date of invoice payment. The State currently recognizes the following price/cost analysis techniques to support determinations that price/cost is fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like items, (c) Comparison with published price list, published market prices, discount or rebate arrangements, (d) Comparison with prices obtained through market research, (e) other industry specific generally accepted price/cost analysis techniques and (f) Pre-established pricing arrangements with suppliers. The State/Agency reserves the right to require the contractor to further substantiate reimburseable material cost that the State/Agency determines are not fair and reasonable prior to the payment of an invoice containing material reimbursement line items.

22.3 Contractor will adhere to the tool control SOP of each Agency.

22.4 Contractor shall develop, implement, and monitor a process for the procurement and inventory management of critical spare parts and consumable parts/materials to ensure that maintenance work is performed in a timely and cost effective manner.

22.5 Contractor will be responsible for ensuring availability and/or storage of adequate stocks of critical spare parts/materials. Critical Spare Parts include components that are critical to the reliability and performance of building systems. Within a reasonable time after award of an Agency contract/order, the Contractor and the designated Agency Contract Manager will determine the required item and stock levels of critical spares to be maintained. Critical spare parts/inventories may already be on-

hand within each Agency, however, if an Agency requires establishment, additional or replenishment of critical spare parts, the Contractor is responsible for acquisition of the parts in accordance with paragraph 22.2 (above). The State/Agency will reimburse the Contractor for those costs associated with the acquisition of critical spare parts based on the actual cost plus the material mark-up percentage provided in the proposal.

22.6 Consumable parts/materials include parts that are utilized in the operation and maintenance of Building Systems, but are not considered to be critical. The Contractor shall be responsible for ensuring that consumable parts/materials are available in a timely manner.

22.7 Contractor will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Agency's Building Systems under its control. Contractor will coordinate, supervise, and approve all work performed under these contracts, and shall ensure that service personnel adhere to appropriate procedures, conduct, and standards while on site.

22.8 Contractor will dispose of all materials in a manner that meets all local, state and federal regulations.

23. Hazardous Materials

Contractor is required to follow all Agency Policies, State Fire Marshal regulations, OSHA regulations, Building Codes, and Georgia's "Right To Know" laws in using, handling, and storing and disposing of all hazardous materials. Contractor shall maintain on each site a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard.

24. Standard Repair Service Response Times

24.1. The Contractor shall be required to provide critical repair services within a dependable time frame. To insure the performance of this fundamental contract requirement, the following list of critical repairs and associated completion times are included and thereby made part of the contract. By his bid proposal and by signing the contract, the successful bidder agrees to perform the listed tasks within the indicated time frame and acknowledges that failure to do so may result in issuance of a corrective action request (CAR) in accordance with paragraph 33 of the scope of services. The response times provided below are considered "standard" for corrective maintenance services performed under the contract, however individual Agencies may, at their discretion, require more stringent or lenient response times, by facility/location, based on operational needs. Agency level response times will be incorporated based on mutual agreement of the parties, and will be included as an addendum to individual Agency contracts/orders executed against the Statewide Contract (reference paragraph 1.1 of the eRFP)

Non-emergency response times	Initial Response (days)	Completion (days)
Facility Property	1	7
Site Utilities and Distribution System	1	7
Building Envelope and Structure	1	7
Central Utility Plant and Hot and Chilled Water System	1	7
Natural Gas and LP Distribution and Combustion Systems	1	7
Plumbing and Sewer and Water Control Systems	1	7
Electrical Systems and Lighting	1	7
Heating Ventilation and Air Conditioning (HVAC)	1	7
Emergency Generator	1	7
Security and Alarm Systems	1	7
Fire Alarm, Fire Sprinkler and Fire Suppression	1	7
Water Towers	1	7
Kitchen Equipment	1	7
Laundry Equipment	1	7

Grounds/Landscape	1	7
Pest Control	1	7
Swimming Pools	1	7

24.2. Factors that delay completion other than the actual time required to get appropriate personnel to the location of the repair and the time required to perform the work, can be added to the allowed completion time, provided that the Agency is informed in advance and concurs with the additional delay.

24.3. The Contractor is responsible for maintaining, tracking and reporting statistics to the State/Agency associated with repair times to include initial response times and completion times as part of the CMMS.

24.4 Repairs consist of identifying what keeps an asset from operating properly, correcting or replacing defective components to make it operate correctly, and verifying that the asset is performing properly after the repair. The Contractor may perform repairs on site, or equipment may be sent off site to independent sources for repair. Where practical, the Contractor will provide, install, and maintain substitutes for unavailable equipment to minimize impact on users.

25. After-Hours and Emergency Requests and Repairs

25.1 Contractor will develop, implement, and maintain a process for responding to "after-hours" and "emergency" requests and repairs. The process the Contractor implements will provide for response to work orders/requests on a 24 x 7 basis and will allow each facility to communicate directly with the Contractor.

25.2 "After-hours" is defined as occurring outside of the normal operating business hours of a specific facility/location. "Normal operating business hours" are defined as period consisting of 8-hours (excluding meals) per day, 5 days per week. The exact hours and specific days that comprise normal operating business hours for facilities/locations may differ. Contractor will adhere to the specific normal business hours at each facility.

25.3 "Emergency" requests are defined as repairs/requests of such urgent or important nature that delaying the response may cause undue harm to individuals or Building Systems, or seriously impact business operations.

25.4 Contractor will provide for emergency coverage on a 24 x 7 basis and when notified of an emergency repair/request, the Contractor will respond as soon as possible, but within the response times listed in Paragraph 25.6 of this Appendix. In case of an emergency request, the Contractor shall provide additional staff, resources, and/or equipment as needed.

25.5 The State/Agency will reimburse the Contractor for those costs associated with after-hours and emergency services in accordance with the Corrective Maintenance- After Hours & Emergency line items and the material markup line item provided with in the Offeror's Cost Proposal.

25.6 Standard Emergency Response Time

The response times provided below are considered "standard" for emergency service performed under the contract, however individual Agencies may, at their discretion, require more stringent or lenient response times, by facility/location, based on operational needs. Agency level response times will be incorporated based on mutual agreement of the parties, and will be included as an addendum to individual Agency contracts/orders executed against the Statewide Contract (reference paragraph 1.1 of the eRFP)

TYPE OF EMERGENCY SERVICE	FREQUENCY	RESPONSE TIME NORM BUS HRS	AFTER-HOURS
Grounds/Landscape	As Occurs	3 hours	4 hours
Emergency Generator	As Occurs	3 hours	4 hours
HVAC	As Occurs	3 hours	4 hours
Fire Alarm	As Occurs	3 hours	4 hours
Fire Sprinkler	As Occurs	3 hours	4 hours
Electrical Systems	As Occurs	3 hours	4 hours
Central Utility Plant Systems	As Occurs	3 hours	4 hours
Security Systems	As Occurs	3 hours	4 hours
Lighting	As Occurs	3hours	4 hours
Plumbing and Sewer	As Occurs	3 hours	4 hours
Laundry Equipment	As Occurs	3 hours	4 hours
Natural Gas & LP Gas Dist. and Combustion Systems	As Occurs	3 hours	4 hours
Building Envelope and Structure	As Occurs	3 hours	4 hours
Water Tower	As Occurs	3 hours	4 hours
Swimming Pool	As Occurs	3 hours	4 hours
Hazardous Material	As Occurs	as required by regulatory authority	as required by regulatory authority

26. Workforce

26.1 Contractor personnel and subcontractors shall be required to wear uniforms that consist of professional looking coordinated attire, clearly identifying them as employees of the Contractor or subcontractor. Uniforms shall be maintained in a neat, clean, and free from excessive wear manner. Vehicles of the Contractor and subcontractors shall be properly identified as belonging to the Contractor and subcontractors.

26.2 Contractor shall provide the designated State/Agency Contract Monitors with a current personnel roster of its employees providing services for the State/Agency, at the initiation of the contract, whenever any changes are made to personnel, and upon request of the State/Agency. The personnel roster shall include the employee's name, job title, location and contact information.

26.3 The Agency Contract Manager (may also be referred to as the Facility Contract Manager, On-Site Lab Manager, Director of Maintenance or Agency Contract Monitor) will have the ability and reserves the right to determine maintenance and facility priorities and redirect the Contractor's labor if the State/Agency deems it necessary. Examples of facility priorities include (but are not limited to); life safety issues, natural hazards, State declared emergencies, detainee escapes/escape attempts, HVAC failure and generator failure.

26.4 Contractor will be required to provide appropriate training to workforce. Workforce may be required to attend and pass State/Agency provided training classes.

26.5 All employees of the Contractor and any subcontractors wanting to perform work at any one of the State/Agency facilities will be required to abide by all State/Agency Policies.

26.6 Minimum staffing requirements required by facility/location as provided in the "Minimum Resident Staff" column (Column I) of the Facility Profile Matrix (Appendix B) must be full time employees of the primary contractor. The contractor will be required to provide personnel that meet or exceed the job specification requirements for a General Trades Craftsman as defined below, to fill the minimum

resident staffing requirements for specific facilities as identified in the Facility Profile Matrix (Appendix B). The State/Agency reserves the right adjust the number and/or the skill level of Minimum Resident Staff assigned to facilities/locations over the life of the contract. Any adjustments to the number and/or skill level of the Minimum Resident Staff will be accomplished by contract amendment based on a negotiated agreement between the Contractor and the State.

26.6.1. General Trades Craftsman Job Description: Performs facility maintenance/repair, renovation and construction related repair services. Installs and maintains security, climate control and other facilities systems. Specifically:

Job Responsibilities and Performance Standards

26.6.1. Performs routine preventative maintenance to ensure that machines operate smoothly, efficiently and physical conditions of the buildings does not deteriorate.

26.6.2. Assembles, installs and/or repairs wiring, electrical and electronic components, pipe systems and plumbing, machinery and equipment.

26.6.3. Diagnoses and corrects mechanical and structural problems, checking blueprints, repair manuals and parts catalogs.

26.6.4. Ensures all maintenance conforms to quality standards and designated timeliness.

26.6.5. Handles hazardous materials in accordance with laws and regulations.

26.6.6. Installs, maintains evaluates and repairs any components of the facility systems.

26.6.7. Operates plant equipment and building automation systems.

26.6.8. Operates trade related tools and equipment; maintains/ assists an accurate inventory of all materials and tools.

26.6.9. Performs basic and skilled painting, carpentry and roofing tasks.

26.6.10. Performs general maintenance and repair work on facilities and equipment.

26.6.11. Reads and utilizes blueprints, plans, drawings and sketches to determine the work to be performed and resources required.

26.6.12. Repairs and performs maintenance on plumbing fixtures, lighting and HVAC systems.

26.6.13. Wears safety equipment and observes all safety practices and regulations.

Sample Technical Competencies:

26.6.14. Knowledge of the standard methods, practices, tools and equipment used in a variety of building maintenance.

26.6.15. Ability to repair and maintain tools and equipment.

26.6.16. Ability to safely work at various heights on ladders, platforms and scaffolds.

26.6.17. Ability to install, repair and maintain component parts of building systems.

26.6.18. Knowledge of plant equipment and building systems.

26.6.19. Skill in use and application of equipment and tools.

Experience Requirements:

26.6.20. Two years experience in building repairs and maintenance or in the specific area of assignment.

26.7 Specific Requirements

26.7.1. Contractor shall provide a skilled workforce, with the necessary qualifications, certifications, and experience to perform the full scope of services requested. Contractor shall maintain the minimum number of on-site, full time personnel at each facility listed in the Facility Profile Matrix (Appendix B), during normal business hours.

26.7.2. For purposes of supervision and administration, the Contractor shall divide the facilities for which he has responsibility into Maintenance Service Regions. Each region shall have within its overall total staff individuals skilled in each of the technical fields: HVAC, Electrical, Electronics, Detention security control and locking systems and Plumbing, and a minimum of one (1) regional Supervisor. The qualifications of the Supervisor shall include journey level skills in at least one (1) of the maintenance technical fields. The number of staff listed as the minimum for each site shall be the number of individuals assigned permanently and solely to that site. The Contractor shall identify the number of staff listed as shared between the sites within a Maintenance Service Region, along with the type and level of skill possessed by each individual. The Contractor shall be required to maintain the quantity and skill level of staff proposed in his bid, both at each site, and within each Maintenance Service Region. The minimum number of personnel required relates to maintenance workers and shall not include clerks, secretaries, or other support related support staff.

26.7.3. In addition to the staff listed above, the Contractor shall maintain a minimum of one (1) qualified Program/Project Manager with management responsibility over the entire contract and supervisory responsibility over all regions and facilities.

26.7.4. Vacant Positions

Contractor must fill any full time positions that it submitted in its proposal, within 30 calendar days of the date of any vacancy. The Contractor will submit a Monthly Positions Status Report (form to be provided by the Agency) with its monthly invoice for reporting the current status of these positions. For each calendar day beyond 30 days that a position stays vacant, the Contractor will credit the Agency the amount of daily salary, including fringe benefits, for that position. For positions that will be shared among more than one Agency, the credited salary will be prorated among those Agencies, as determined by the State. Prior to the Service Commencement Date the Contractor will provide each Agency a complete list of positions assigned to this Contract. Vacant positions are considered filled on the first day the employee report to work on-site at the designated facility.

26.8 Background Investigation

26.8.1. Contractor and its employees and/or subcontractors will have direct access to Residents/Inmates and to confidential information based on the facility/location of assignment. Criminal history background checks will be required for all Contractor personnel who perform any duties on-site at these locations. Any subcontractor personnel who regularly services a GDC, DJJ or GBI facility must submit to a criminal history background check by that Agency. A subcontractor who rarely services a GDC or DJJ facility will be exempt from the background history check, but must be accompanied by the Contractor's on-site staff for the entirety of time in the facility.

26.8.2. Except as noted above, no applicant will be allowed to perform duties under the resultant contract until the background/criminal history check has been completed by the Facility in which the employee will be working and the facility manager approves the background history. Any staff who will work in multiple facilities may be required to obtain background investigations from each Facility/Agency supported. Pre-employment drug testing on all applicants who have been offered employment is required. The Contractor must use a certified laboratory from the approved list (information available by calling 1-800-877-7484 or via Internet at http:// www.state.ga.us.GMS/support/drugsite.htm) to perform drug tests and the Contractor shall be responsible for all costs associated with this testing.

26.8.3. The Contractor must agree to cooperate with all investigations required by State/Agency. All State staff conducting such investigations will have and be provided unimpeded access to the facility, facility grounds and property, staff and residents/inmates. The Contractor will require all employees to sign a pre-employment agreement indicating they understand and agree to cooperate with investigations when ordered to do so by the State/Agency.

26.8.4. The Contractor agrees to implement written procedures requiring all staff who have been arrested for any offense to make a report of their arrest to their immediate supervisor and to the designated State Agency Program Manager/s.

26.8.5. Failure of the Contractor/Offeror to comply with the above procedures regarding background checks, incident reporting, reporting of staff arrests and investigations could result in cancellation of the contract.

27. Office and Storage Space

The State/Agency will provide the Contractor with office and storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility. The State/Agency will provide associated regular utilities (i.e. electric, gas, telephone, plumbing, etc) for all State/Agency provided office and storage space. The Contractor will be responsible for computer and office related equipment and Internet connectivity. The Contractor is required in correctional facility settings to safeguard its computer from any use by inmates/residents

28. Tool and Key Control

28.1 Contractor is required to follow each Agency's Policies on Tool and Key Control.

28.2 Contractor will be responsible for daily, weekly, and quarterly tool accountability and reporting in accordance with State/Agency standard operating procedures.

28.3 All tools must have etched serial numbers.

28.4 All tools must be stored in a secure location at all times, hung on shadow boards, or locked in lock boxes. All lock boxes must include a complete list of contents.

28.5 Contractor will be required to make keys, order keys, make key chits, and solder key rings.

29. Computerized Maintenance Management System (CMMS)

29.1 The Contractor will be responsible for providing a web based Computerized Maintenance Management System (CMMS) that shall have as it's users both Contractor staff, staff of the agencies and staff of others (as determined by the State/Agency). The provided solution must meet the following minimum standards:

29.1.1 A comprehensive maintenance work management solution for planned and unplanned activities including preventive, reactive, and condition-based maintenance, schedule management, resource optimization, inventory planning, asset management, monitoring, and costing, long and short-term planning, report creation and management, warranty tracking, and key performance indicators.

29.1.2 Use of a non-proprietary industry standard database, preferably Oracle or Microsoft SQL, which will afford ease of data migration to a statewide enterprise CMMS system, should one become available in the future. Application functionality should not occur at the database level.

29.1.3 The Contractor shall host the CMMS system. Access from Agency sites shall be based on secure IP connectivity across the Agencies LAN/WAN infrastructure.

29.1.4 The Contractor will perform all CMMS administration and support and shall provide initial and annual refresher training (or on an as needed basis as determined by the State/Agency) to Agency staff on the CMMS system. However, where it accrues to the benefit of the Agency for Agency staff to perform any application administration responsibilities, the Contractor shall train designated users as application administrators and shall provide for those users to have the appropriate level of application access.

29.1.5 The application shall operate on Microsoft Internet Explorer 5.5 browser at a minimum, and IE 6.0 at a maximum. IE 5.5 is preferred.

29.1.6 The CMMS solution shall not require any PC client software.

29.1.7 If data integration with existing Agency systems is desired by the Agency, the Contractor shall work cooperatively with the Agency's Office of Information Technology and provide resources to enable said integration.

29.1.8 The Contractor shall be responsible for all CMMS system hardware and software, hardware and software installations, upgrades, repairs, annual maintenance service agreements, updates, and maintaining system and associated equipment.

29.1.9 All nameplate data for every piece of equipment shall be maintained in the CMMS system and every piece of equipment shall have a unique identifier code.

29.1.10 Each piece of equipment shall have a CMMS integrated identifier sticker with barcode, and identifier and barcode information shall be printed on each service ticket and work order.

29.1.11 The Contractor's staff shall use mobile devices to utilize barcodes and/or radio frequency identification (RFID) in performing routes/rounds, observations, inspections, and repairs. Mobile devices shall record work status, materials, time and attendance, failure codes, tools, and comments at a minimum, and have the capability to create new service tickets and work orders on demand, and capture signatures for completed tasks. Data created and captured in the mobile devices can be wirelessly transmitted to the CMMS or stored and forwarded via a docking cradle. The Contractor is responsible for all equipment and associated costs for mobile devices.

29.1.12 The CMMS shall have the capability to trace duplicate work requests and work orders.

29.1.13 The CMMS shall have the capability to track and report repair time frames as required by paragraphs 24.1 and 25.6 of this Appendix.

29.1.14 The Contractor shall provide the Agencies with customized reports on request.

29.2 If in the future, the State as an enterprise implements a statewide CMMS system, the Contractor will provide resources to assist the migration of existing data to the new system, and will adopt the new system for the performance of this Contract. If this occurs, the Agencies and Contractor negotiate an add services to the Contract.

29.3 If a State Agency has an existing CMMS system, the Contractor has the option of taking over this system and incorporating it into his operations. To date, only DJJ has an existing CMMS, the Caver-Morehead Systems, Inc., FM1i Innovus CMMS, version 1.0.053. The integration and proper use of any components of this system will be the responsibility of the Contractor and the Contractor will be required to modify or upgrade this existing system to meet all CMMS requirements specified herein.

29.4 At the end of the term of the Contract, all data elements resident in the CMMS system associated with the performance of the contract shall become the property of the respective Agency(s).

30. Meetings and Reporting

30.1 The Contractor shall formally meet with Agency Contract Managers either separately or jointly, a minimum of one (1) time per month to discuss the previous months facility maintenance services. The Agencies will decide on a monthly basis if the formal meeting will be a separate or joint meeting.

30.2 At all formal meetings, the Contractor will provide the supported Agencies with written reports, charts, statistics, costs, workforce status and utilization, etc. detailing the previous month's maintenance activity.

30.3 The Contractor also agrees to provide the State/Agency with customized reports as requested by, and at the intervals requested, from the State/Agency.

30.4 A daily report in electronic and/or hard copy format must be provided to the each Agency Contract Manager detailing status of work requests for all after-hours, emergency, life-safety, and other critical system items.

31. Agency Contract Monitors

31.1 The Agencies shall have the right and authority under the Contract to monitor the Contractor's performance hereunder. The Contractor shall have no control over the activities of the Agency Contract Monitors, supervisory or otherwise.

31.2 The Agency Contract Monitors shall have immediate, complete and unrestricted access to all documents and computer and electronic data in any way pertaining to the obligations of the Contractor under this Contract, unless restricted by Federal and/or State law, including but not limited to facility records, personnel files and financial records. Upon the request of the Agencies, the Contractor agrees to provide a copy of documents within seventy-two (72) hours of the request.

31.3 The Agency Contract Monitors shall have immediate and complete access to all meetings, staffing, and hearings that in any way pertain to the obligations of the Contractor under this Contract. The Agency Contract Monitors may not, however, have access to meetings with legal counsel retained by the Contractor unless permitted by the Contractor. Contractor shall provide reasonable notice to the Agency Contract Monitors in advance of such meetings, staffing, and hearings, including those with legal counsel.

31.4 The Contractor agrees to hold regularly scheduled meetings with the Agency Contract Monitors and with other staff of the Departments as requested to report on the operations of the facilities and to respond to any questions raised by the Departments. Contractor agrees that a representative of the Contractor having supervisory responsibility and authority to address the issues raised shall be in attendance at said meetings.

32. Invoicing

32.1 Contractor will invoice each Agency separately a minimum of one (1) time per month. The Contractor will invoice the Agency for preventive/scheduled maintenance and minimum resident staff line items (line items 1001, 2001 & 3001 including all sub-line items) for each facility based on the extended (annual) price in Column I of the cost proposal divided into twelve (12) equal monthly installments. The Contractor will invoice all other line items based on the unit price, unit of measure in the cost proposal multiplied by the actual quantity expended/incurred to perform the services during a given month (with the exception of line items 1005, 2005 & 3005 which will be invoiced annually over the initial term of the contract). Contractor must provide all documents submitted for invoice in both electronic and hard copy format. Hard copies of documents must be submitted in duplicate.

32.2 An Excel spreadsheet or similar document summarizing all invoiced items must be included with invoice for each Agency. Summary must give all pertinent information for each contract line item being invoiced.

32.3 The Agency reserves the right to reject any line item invoiced that is not considered reimbursable, is not complete, lacks the proper paperwork, or for any other legitimate reason.

32.4 The Agency reserves the right to add to or modify the invoicing requirements as needs arise and conditions dictate.

32.5 The execution of this contract may require multiple Agency Contracts, therefore the invoice remittance address will be included in each Agency Contract. Electronic invoicing is permissible based on the capability of the Agency to accept and process electronic invoices.

33. Poor Performance / Rework

The State/Agency may issue corrective action requests (CARs), to the Contractor for preventive/scheduled or corrective/unscheduled maintenance task/actions performed by the Contractor that are determined to be deficient in any manner. The Contractor must rectify the deficient performance within 5 business days or provide a corrective action plan that outlines procedures/timelines for accomplishing the corrective action/s All costs (material and labor) associated with any rework/re-performance of preventive and/or correction maintenance tasks required as a result of poorly/deficiently performed preventive and/or corrective maintenance tasks shall be the sole responsibility of the Contractor.

34. Limitation of Liability

34.1 Except as otherwise provided in this contract, Contractor shall not be liable to the State/Agency for remote or consequential damages. Except as otherwise provided in this Contract, liability to the State/Agency for any and all claims of damages arising out of this Contract shall be limited to direct damages. No limitation of Contractor liability shall apply to Contractor's liability for loss or damage to equipment owned by the State/Agency or other property while such equipment or other property is in the sole care, custody and control of Contractor personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such equipment or other property owned by the State/Agency in the care, custody and control of Contractor personnel. Contractor further agrees that equipment transported by contractor personnel in a vehicle belong to Contractor, shall be deemed to be in the sole care, custody and control of Contractor personnel.

34.2 Nothing in this section shall limit Contractor's indemnification liability arising from claims brought by any third party against the State/Agency.

35. Force Majeure

Neither party will be liable to the other party for nonperformance resulting from labor strikes, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

36. Warranty

All work provided under this Contract shall be subject to manufacturer standard warranties commensurate with the work being performed and materials/equipment being provided, effective from the date of work completion. Warranty shall cover all material, workmanship, and installation for both Contractor and subcontractor supplied materials and installation.

37. Standards and Qualifications

The Contractor shall meet all licensing and certification requirements required by Federal, State, and Local regulating bodies.

38. Specialized Qualifications

38.1 Due to the critical nature of the following systems, the contractor is required to provide staff, either its own or subcontractor, who possess additional qualifications to those licenses and certifications specified in the above paragraph. These systems are:

38.1.1 Security and Alarm (see Appendix A, paragraph 12)
38.1.2 Fire Alarm, Fire Sprinkler and Fire Suppression (see Appendix A, paragraph 13)

38.2 The additional qualifications required of contractor's or subcontractor's staff working on the above systems are:

38.2.1 One staff member (who may be a contractor to the Contractor/Subcontractor) must possess at least a Bachelor of Science in Electrical Engineering with a minimum of 5 years experience in design, installation, service and maintenance of these systems; and
38.2.2 Service/repair technicians must possess a minimum of 3 years experience in the procurement, project management, installation, troubleshooting, repair (to board level), diagnostics, programming and debugging of these systems; and
38.2.3 Installation technician, if different than above service/repair technician, must possess a minimum of 2 years experience in the installation, programming and troubleshooting of these systems.
38.2.4 The Contractor/Subcontractor and its service /repair technician must be manufacturer-certified in the system to be serviced.
38.2.5 A minimum of one of the Contractor/Subcontractor's service /repair technicians working on this Contract must be capable of "board level" repair and troubleshooting. "Board swapping" is not an acceptable method of repair.